## IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

NAGA HANUMAN FISH PACKERS		
Plaintiff,	)	
v.	) CIVIL ACTION	NO.
SIVANI INTERNATIONAL LLC, and NAGA B. MIDASALA,	) ) )	
Defendants.	) ) )	

#### **COMPLAINT**

COMES NOW Naga Hanuman Fish Packers (hereinafter "NHFP"), Plaintiff in the above-referenced matter, and files this, its Complaint against Defendants Sivani International LLC and Naga B. Midasala, and respectfully states to the Court as follows:

#### Introduction

1.

NHFP is an exporter of frozen Vannamei shrimp located in India.

2.

On or around March 16, 2019, Defendant Sivani International LLC (hereinafter "Sivani") through its managing member, Naga B. Midasala

(hereinafter "Midasala") placed an order with NHFP for 2,760 cartons of Vannamei shrimp for a total weight of 35,000 pounds, for a purchase price of \$129,220.00 ("Invoice 264"). An additional order for 2,600 cartons of frozen raw easy peel Vannamei shrimp was also placed on March 16, 2019, for a total of 34,000 pounds, for a purchase price of \$152,450.00 ("Invoice 261").

3.

As of the date of this Complaint, Defendants are indebted to Plaintiff in the amount of Two Hundred Seventy-Two Thousand Five Hundred Sixty-One Dollars (\$272,561.00), which is inclusive of principal and interest.

#### **Parties**

4.

Plaintiff NHFP is a Proprietorship Firm registered within the laws of the Republic of India.

5.

Upon information and belief, Defendant Sivani was a limited liability company organized under the laws of the state of Georgia. Sivani was administratively dissolved in 2021, by the Georgia Secretary of State. Defendant Sivani regularly conducts or conducted its business in Georgia and is subject to the

jurisdiction of this Court. Defendant Sivani may be served through their registered agent, Sivani Foods, Inc., located at 1351 Oakbrook Drive, Suite 100, Norcross, Georgia 30093. Out of an abundance of caution, Plaintiff has identified that Sivani Foods, Inc., has also been administratively dissolved with the Secretary of State's office. As such, Sivani Foods' registered agent is also a co-Defendant in this matter and subject to accept service upon Defendant Sivani.

6.

Defendant Midasala is an individual, residing at 6135 Farrier Court,
Suwanee, Gwinnett County, Georgia 30024, and is the managing member of
Defendant Sivani and Sivani Foods, Inc.

#### **Jurisdiction and Venue**

7.

This Court has subject matter jurisdiction pursuant to 28 U.S.C § 1332, as the adverse parties maintain diversity and the amount in controversy exceeds the jurisdictional amount.

8.

Venue is appropriate in this judicial district because the events that give rise to this Complaint occurred in this district.

#### **Facts Relevant to All Claims**

9.

Defendants placed two orders for frozen shrimp on February 5, 2019 and March 16, 2019. Exhibit A – Sivani International Purchase Orders.

10.

Plaintiff supplied the frozen shrimp to Defendants by way of cargo on April 17, 2019, for Invoice 261.

11.

Plaintiff supplied the frozen shrimp to Defendants by way of cargo on April 22, 2019, for Invoice 264.

12.

Defendants paid \$100,000.00 towards Invoice 261, in or around June 2019.

13.

Defendants failed to remit any further payments to Plaintiff.

14.

On October 23, 2019, Plaintiff and Defendants met in person in Atlanta, Georgia, to discuss the outstanding invoices owed to Plaintiff.

At the meeting, the Parties entered into an agreement whereby Sivani admitted to owing certain amounts (hereinafter "Payment Plan Agreement"). Exhibit B.

16.

Defendants provided further assurances to make payments by certain dates on a payment plan and by providing checks that were purportedly to be used to make payments. However, the checks were missing key requirements and unpresentable to a financial institution.

# First Cause of Action – Breach of Contract as to the Payment Plan Agreement (against all Defendants)

17.

Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

18.

Plaintiff entered into the agreement with Defendant on or around October 23, 2019. Exhibit B.

Plaintiff did all, or substantially all of the significant things that the Payment Plan Agreement required it to do, specifically by providing frozen shrimp and refraining from commencing legal action while Defendants honored the terms of the Payment Plan Agreement.

20.

All of the conditions required for Defendant's performance occurred.

21.

Defendant did not promptly and faithfully perform the conditions as agreed upon, specifically by failing to pay as agreed upon.

22.

Plaintiff incurred and will incur expenses for Defendants' breach.

23.

Defendants owe Plaintiff an amount of \$196,686.00, in principal, plus statutory interest, legal expenses and fees.

**Second Cause of Action – Open Account (against all Defendants)** 

24.

Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

Plaintiff is a provider of goods, namely frozen shrimp.

26.

The price of the shrimp was agreed upon between the Parties, as evidenced by Invoice 261 and Invoice 264. Exhibit C.

27.

Plaintiff fully performed by delivering the goods to the pre-arranged locations disclosed by Defendants.

28.

No factual issue exists as to whether Plaintiff performed, assent to the services, terms of the contract, what work was performed, the quality of the performance, or cost.

29.

Nothing remains except for Defendants to make the remainder of payments to Plaintiff in the amount of \$272,561.00.

Third Cause of Action – Quantum Meruit (in the alternative against all Defendants)

Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

31.

Defendants have benefitted from the goods supplied by Plaintiff.

32.

Defendants received a benefit that they would otherwise not have achieved by retaining the goods provided by Plaintiff, and wrongfully withholding the funds owed to Plaintiff pursuant to the Payment Plan Agreement and invoices.

33.

Plaintiff has been damaged in the amount of at least \$272,561.00, in principal, plus interest, legal expenses and fees.

## Fourth Cause of Action – Fraud (against all Defendants)

34.

Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

In April 2019, upon promise of payment, Plaintiff shipped almost 70,000 lbs of frozen shrimp to Defendants.

36.

Plaintiff was induced to ship these goods with a promise from Defendants that the payment would be forthcoming.

37.

Plaintiff relied upon Defendants' false statements and fraudulent misrepresentations regarding forthcoming payment.

38.

Defendants have exhibited willful misconduct, malice, fraud, wantonness, oppression and/or that entire want of care which would raise the presumption of conscious indifference to consequences.

39.

As such, Defendants are liable to Plaintiff for all damages in an amount to be determined at trial.

## Fifth Cause of Action – Alter Ego (Against All Defendants)

40.

Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

At all relevant times herein, Defendant Midasala, by his complete exercise of dominion and control over Defendant Sivani, combine to constitute a single enterprise, all under the direction and control of Midasala.

42.

As set forth above, there is a high interdependency of operations, commonality between management, directors and officers; consolidation of financial, strategic, legal and human resources operations, and, at all relevant times, Defendant Midasala has used and continued to use the remaining Defendants and its operating subsidiaries, if any, and the assets of these entities for its own purposes.

43.

Defendants' joint decision of purposefully failing to repay the funds owed to Plaintiff caused Plaintiff to suffer damages.

## Sixth Cause of Action – Attorney's Fees (against all Defendants)

44.

Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

45.

The Defendants have acted in bad faith, have been stubbornly litigious, and have caused Plaintiff unnecessary trouble and expense.

46.

Plaintiff is therefore entitled to its attorney's fees and costs under O.C.G.A. § 13-6-11 or as otherwise may be provided by law.

WHEREFORE, Plaintiff prays for entry of judgment in favor of Plaintiff and against Defendants as follows:

A. Monetary damages in the amount of Two Hundred Seventy-Two Thousand Five Hundred Sixty-One Dollars (\$272,561.00) in principal, attorney's fees and costs due to Defendants' breach and failure to pay the sums as they became due;

B. Trial by magistrate on issues so triable; and

C. Such additional relief as the Court shall deem necessary and proper.

This 4th day of May, 2023.

Respectfully submitted,

Jaymen J. Chavda

John

Georgia Bar No.: 728434

The Chavda Law Group, LLC 3343 Peachtree Rd. NE, Suite 145-1901 Atlanta, Georgia 30326

Tel: (404) 777-6307 Jaymen@Chavdalaw.com

The foregoing **COMPLAINT** is double-spaced in 14-point Times New Roman font and complies with the type-volume limitation set forth in Local Rule 5.1

This 4th day of May, 2023. Respectfully submitted,

Jaymen J. Chavda

John

Georgia Bar No.: 728434

## Exhibit A

Sivani International LLC

1351 Oakbrook Drive, Suite#100 Norcross, GA 30093 US 404.474.8857 naga.midasala@sivanifoods.com www.sivanifoods.com



OD

## **PURCHASE ORDER**

**VENDOR** 

SHIP TO

Preferred Freezer Services,

Atlanta..

P.O. NO. 1034 DATE 02/05/2019

SHIP VIA

Date

2019NHFCT001S-1034

Naga Hanuman Fish Packers

ACTIVITY	QTY	3.90 RATE AMOUNT 10 200 .
PNDVMRW2630 PnD Tail Off Vannamei Raw 26/30	18,000	
PNDVMRW3140 PnD Tail Off Vannamei Raw 31/40	8,400	3.45 28,980.00
PNDVMRW4150 PnD Tail Off Vannamei Raw 41/50	3,000	3.35 10,050.00
EZPEELVMRW2125 EZPEEL Vannamei Raw 21/25	2,400	3.90 9,360.00
EZPEEL Vannamei Raw 31/40	3,600	3.25 11,700.00
	TOTAL	\$128,490.00
		\$ 130290.00
	FOR NAGAHANUMAN FISH PACKERS	
Approved By	InduO	
	<b>Authorised Signatory</b>	

02/06/2019

#### Sivani International LLC

1351 Oakbrook Drive, Suite#100 Norcross, GA 30093 US 404.474.8857 naga.midasala@sivanifoods.com www.sivanifoods.com



## Purchase Order

VENDORSHIP TOP.O. NO. 1035Naga Hanuman Fish PackersHonolulu, HawaiDATE 03/16/2019

#### **SHIP VIA**

2019NHFCT002S-1035

ACTIVITY		QTY	RATE	AMOUNT	
PDTOVMRW1620 PND TAILON Vannamei Raw 16/20		8,000	4.95	39,600.00	
PDTOVMRW2125 PND TAILON Vannamei Raw 21/25		3,000	4.05	12,150.00	
PDTOVMRW4150 PND TAILON Vannamei Raw 41/50		2,000	3.30	6,600.00	
EZPEEL Vannamei Raw 16/20		16,000	4.75	76,000.00	
EZPEEL Vannamei Raw 21/25		3,000	3.90	11,700.00	
EZPEEL Vannamei Raw 41/50		2,000	3.20	6,400.00	
	TOTAL	\$		3152,450.00	
Approved By					
Date					
Date					

## Exhibit B



1351 Oakbrook Dr, Ste#100, Norcross, GA - 30093

Naga Hanuman Fish Packers Flat no S-3, Shree Balaji Residency MVP Colony, Sector-9 Visakhapatnam-530017 Date: 23<sup>rd</sup> Oct 2019 Atlanta, USA

Sir,

Sub: Confirmation of payment of outstanding amounts due to Naga hanuman Fish packers on the shipments of Frozen Vannamei shrimps received by Sivani International LLc and payment schedule Reg.,

This is to confirm that Sivani International LLC, 1351 Oakbrook Drive, Suite #100, Norcross, GA 30093 USA, has received the goods of 2 x 40 fcl of Raw Frozen Vannamei shrimps shipped by Naga Hanuman Fish Packers, Visakhapatnam under their Invoice no 261/NHN/U1/18-19 dated 29/03/2019 for value Usd 152450.00 and Invoice no 264/NHN/U1/18-19 dated 29/03/2019 for value Usd 129220.00 on payment terms by TT after FDA passage and DDP delivery.

Subsequently Sivani International LLC has paid an amount of Usd 1,00,000.00 to Naga Hanuman Fish packers as part payment against Invoice no 261/NHN/U1/18-19 and confirms the total amount still outstanding as on 23<sup>rd</sup> Oct 2019 as Usd 196686.00 including incidental expenses incurred on change of destination, demurrages incurred and interest on delayed payment.

It is agreed on this day by and between Sivani International LLc and Naga Hanuman Fish Packers to settle the outstanding payment as per below schedule with no extra costs.

- The first payment of Usd 50,000.00 to be paid by Sivani International LLc immediately before 25<sup>th</sup> October 2019 into the account of Naga Hanuman Fish Packers by wire transfer TT.
- The second payment of Usd 50,000.00 to be made by Sivani International LLc into Naga Hanuman Fish Packers account by or before 10<sup>th</sup> November by 2019 by Cheque bearing no 917879 of Bank of America or by wire transfer TT
- The third Payment of Usd 50,000.00 to be made by Sivani International LLc into Naga Hanuman Fish Packers account by or before 20<sup>th</sup> November 2019 by Cheque bearing no 917880 of Bank of America or by wire transfer TT
- 4. The last and final balance payment of Usd 46686.00 to be made by Sivani International LLc into Naga hanuman Fish Packers account by or before 30th November 2019 by cheque bearing no 917881 of Bank of America or by wire transfer TT

It is agreed by and both the parties in the event payments are received by wire transfer TT, respective cheque issued as security shall become null and void and the same shall be returned duly unused by Naga Hanuman Fish Packers to Sivani International LLc on demand.

Accepted and signed on 23rd October 2019 at Atlanta, USA.

For Sivani International Inc

For Naga Hanuman Fish Packer

Naga.B. Midasala

U.V.Ramakrishna

## Exhibit C

## Case 1:23-mi-99999-UNA Document 1453 Filed 05/04/23 Page 19 of 20 COMMERCIAL INVOICE

	COMMI	LKCINL	TIAAO.	ICL				
Exporter			Invoice No. & Date Exporter's Reference					
NAGA HANUMAN FISH PACKERS, FLAT S.3, SHREE BALAJI RESIDENCY SECTOR - 9,			261/NHN/U Buyer's Order N	1/18-19 DT:2	9/03/2019	2699000221		
FLAT S.3, SHREE BALAJI RESIDENCY SECTOR - 9,   MVP COLONY, VISAKHAPATNAM-530017, ANDHRA PRADESH, INDIA				ORDER NO:1	035			
TEL: 91 891 2768063, FAX: 2	2768062		Other Reference	e(s)				
US FDA REGISTRATION NUME	BER:10475156410			OVAL NO:18	56			
Importer Of Record NAGA HANUMAN FISH PACKE	os.		Notify	ERNATIONAL	LLC			
FLAT S.3, SHREE BALAJI RES	The state of the s		The second second	ROOK DRIVE,				
MVP COLONY, VISAKHAPATNA			TO SHOULD	GA 30093 US				
ANDHRA PRADESH, INDIA	- 550017				2			
TEL: 91 891 2768063, FAX : 2	2768062		404.474.8857 NAGA,MIDASALA@SIVANIFOODS.COM					
IMPORTER OF RECORD NO:182704-24877		Also Notify						
Applicant				CLARKE CO	OMPANY, CUS	STOMS		
SIVANI INTERNATIONAL LLC			a service of the serv			5,603 N FRIES		
1351 OAKBROOK DRIVE, SUIT	E # 100		AVE P.O.B	30X 785,WII	MINGTON C	CA 90748		
NORCROSS,GA-30093 US			TEL:310-8	334-6458				
404.474.8857			Country of Origin of Goods			Country of Final Destination		
NAGA.MIDASALA@SIVANIFOC			T(D-1)	INDIA		U.S.A		
Pre-carriage by	Place of Receipt by Pre-carrier		Terms of Delive	ry and Payment				
Vessel/Flight No.	Port of Loading							
E.R.DENMARK V-006E	VISAKHAPATNAM,INDIA			PAYMENT E	BY T.T AFTER	R FDA PASSAGE		
Port of Discharge	Final Destination							
HONOLULU,HAWAI,USA	HONOLULU,HAWAI,USA		CIZE	TOHANITITY!	OLIANITTE	LINITE DETCE	AMOUNT	
Marks & Nos./ No.& kind of Container No.: packings.	Description of Goods		SIZE	QUANTITY	QUANTITY WEIGHT	UNIT PRICE USD/LB	AMOUNT	
	TAIL ON VANNAMEI SHRIMPS IQF &			CARTONS	IN LBS	DDP	DDP	
FROZEN RAW EASY PEEL VAN						HONOLULU,	HONOLULU,	
(SCIENTIFIC NAME: LITOPENA	AEUS VANNAMEI)					HAWAI,	HAWAI,	
PACKING: 10X1LBS & 10X2LBS	NET WEIGHT DED CARTON					USA	USA	
AND GROSS WEIGHT 10X1.3L								
BRAND: EARLY DAWN								
ITEM								
FROZEN RAW PD TAIL ON VAN			16/20	800	8,000.00	4.95	39,600.0	
(10 X 1 LBS, H.S.CODE NO:03)	061790, LITOPENAEUS VANNAMEI)		21/25 41/50	300 200	3,000.00	4.05 3.30	12,150.0	
			TOTAL	1300	13,000.00	3.30	6,600.0 58,350.0	
FROZEN RAW EASY PEEL VAN	NAMEL SHRIMPS TOE		16/20	800	16,000.00	4.75	76,000.0	
	061790, LITOPENAEUS VANNAMEI)		10, 20		10,000.00	1.75	70,000.0	
			TOTAL	800	16,000.00		76,000.0	
FROZEN RAW EASY PEEL VAN	NAMEI SHRIMPS IQF		21/25	300	3,000.00	3.90	11,700.0	
(10 X 1 LBS, H.S.CODE NO:030	061790, LITOPENAEUS VANNAMEI)		41/50	200	2,000.00	3.20	6,400.0	
			TOTAL	500	5,000.00		18,100.0	
INVOICE VALUE IN \$		152450.00						
FREIGHT PREPAID \$ ( - )		6535.00				1 1		
		145915.00						
ANTI DUMPING DUTY@1.35%	ON F.O.B	1969.85	1					
\$145,915.00 X 1.35%	10/ ON BBB VIII.	143945.15		2/00				
LESS:DELIVERY CHARGES@0.	1%ON DDP VALUE		G.TOTAL	2600	34,000.00		1,52,450.00	
FOB VALUE \$		143801.20				G.TOTAL	1,52,450.00	
Amount Chargeble (in words)	(US DOLLARS ONE HUNDRED FI			R HUNDRED	FIFTY ONLY	)		
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	ITY BANK N.A,399,PARK AVENUE,						ADIA	
	FAX:1-212-2232681 ACCOUNT N						33	
CORRESPONDING BANK :I	NDIAN OVERSEAS BANK, CENTRAL	OFFICE, CHENN	NAI-600 00	1,INDIA	220/5			
	CREDIT ACCOUNT NO 35280667	53001 SWIFT C	ODE:IOBAI	NBB001				
8 11	A S		Signature & Date					
	F (nhn)	Ĭ	Fork	Jana II		PR 1		
			FULL	vaya Ma	numan	Fish Pack	ers	
	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )							
	(*)					NE A	16 1	
Declaration:	THE THE PERSON OF THE PERSON O						N.	
We declare that this Invoice shows	s the actual price of the goods		I		Authori	and O:		

We declare that this Invoice shows the actual price of the poods described and that all particulars are true and correct.

Authorised Signatory

## Case 1:23-mi-99999-1/10/AM MERCIIMENT 11/45/30 I CHE d 05/04/23 Page 20 of 20

Exporter	c		Invoice No. &	Date /18-19 DT:29	/03/2019	Exporter's Reference 2699000221	
NAGA HANUMAN FISH PACKER FLAT S.3, SHREE BALAJI RESI	DENCY SECTOR - 9,	ĺ	Buyer's Order No	. & Date	Table 1	LOJJOOLEL	
MVP COLONY,VISAKHAPATNAN TEL: 91 891 2768063, FAX: 27	4-530017,ANDHRA PRADESH,INDIA 768062		Other Reference	ORDER NO:10	34		
JS FDA REGISTRATION NUMBI			E.I.A APPRO	OVAL NO:185	6		
mporter Of Record NAGA HANUMAN FISH PACKER	S,		The state of the s	RNATIONAL	LLC		
LAT S.3, SHREE BALAJI RESI				OOK DRIVE,	SUITE # 100		
IVP COLONY, VISAKHAPATNA	M - 530017			GA 30093 US			
ANDHRA PRADESH, INDIA	769063		404.474.885		IFOODS.COM		
TEL: 91 891 2768063, FAX: 23 MPORTER OF RECORD NO:18			Also Notify	SALT GOT A VIEW	1 0000.0011		
Applicant					MPANY,CUS		
SIVANI INTERNATIONAL LLC	197400				RWARDERS MINGTON C	,603 N FRIES	
1351 OAKBROOK DRIVE,SUITE NORCROSS,GA 30093 US	: # 100		TEL:310-8		MINGTON	A 30740	
104.474.8857			Country of Origin			Country of Final Dest	ination
NAGA.MIDASALA@SIVANIFOO			Terms of Deliver	INDIA		U.S.A	
Pre-carriage by	Place of Receipt by Pre-carrier		Terms of Deliver	y and r aymon			
/essel/Flight No. ALS CLIVIA V-005W	Port of Loading VISAKHAPATNAM,INDIA			PAYMENT B	Y T.T AFTER	FDA PASSAGE	
Port of Discharge	Final Destination				BI IN COLD ST		
SAVANNAH, GEORGIA, USA Marks & Nos. / No. & kind of	ATLANTA, GEORGIA, USA  Description of Goods		SIZE	QUANTITY	QUANTITY	UNIT PRICE	AMOUNT
Container No. : packings.			est friends.	IN	WEIGHT	USD/LB	USD
EX40 FCL OF FROZEN RAW HO PD TAIL ON VANNAMEI SHRIM	SO,HLSO,PD TAIL OFF,EASYPEEL &			CARTONS	IN LBS	DDP ATLANTA,	DDP ATLANTA,
SCIENTIFIC NAME: LITOPENA	A STATE OF THE STA					GEORGIA, USA	GEORGIA, USA
PACKING: 10X4LBS,6X4LBS,5X	2LBS,10X2LBS & 5X2LBS NET WEIGHT	PER					
CARTON AND GROSS WEIGHT 5X2.6LBS	10X4.3LBS,6X5LBS,5X2.6LBS,10X2.2LBS	5 &					
BRAND: SIVANI							
TEM						200.14.00	
ROZEN RAW HOSO VANNAME			20/30	10	400.00 400.00	4.00 3.00	1,600.00 1,200.00
10 X 4 LBS, H.S.CODE NO:030	061790, LITOPENAEUS VANNAMEI)		30/40 TOTAL	20	800.00	3.00	2.800.00
ROZEN RAW HLSO VANNAME	I SHRIMPS IQF		16/20	100	2,400.00	4.20	10,080.00
6 X 4 LBS, H.S.CODE NO:0306	51790, LITOPENAEUS VANNAMEI)		21/25	100	2,400.00	3.50	8,400.00
	NIMANET CURINDS TOF		26/30	200 900	4,800.00 9,000.00	3.90	18,480.00 35,100.00
FROZEN RAW PD TAIL OFF VA	51790, LITOPENAEUS VANNAMEI)		31/40	740	7,400.00	3.45	25,530.00
5 // 2 255/ 1115/5552 115/555			41/50	300	3,000.00	3.35	10,050.00
			TOTAL	1940	19,400.00	2.00	70,680.00
FROZEN RAW EASY PEEL VANI			21/25 26/30	120	2,400.00	3.90 3.60	9,360.00 7,200.00
10 X 2 LBS, H.S.CODE NO:030	061790, LITOPENAEUS VANNAMEI)		31/40	180	3,600.00	3.25	11,700.00
			TOTAL	400	8,000.00		28,260.00
FROZEN RAW PD TAIL ON VAN	NNAMEI SHRIMPS IQF		16/20	100	1,000.00	4.90	4,900.00
(5 X 2 LBS, H.S.CODE NO:0300	61790, LITOPENAEUS VANNAMEI)		21/25	100	1,000.00	4.10	4,100.00
			TOTAL	200	2,000.00		9,000.00
INVOICE VALUE IN \$		129220.00					
FREIGHT PREPAID \$ ( - )		4710.00 124510.00					
ANTI DUMPING DUTY@1.35%	ON F.O.B	1680.89					
\$124,510.00 X 1.35%		122829.12	C TOTAL	27/0	35,000,00		1 20 220 00
LESS:DELIVERY CHARGES@0.	1%ON DDP VALUE	122.83	G.TOTAL	2760	35,000.00	G.TOTAL	1,29,220.00
Amount Chargeble (in words)	(US DOLLARS ONE HUNDRED TV		I OUSAND T	WO HUNDRE	D TWENTY		1,27,220.00
	S:35000.00 AND TOTAL GROSS WEI						
TRADE NAME: VANNAMEI	SCIENTIFIC NAME:LITOPENAEUS	S VANNAMEI					
	AW HOSO, HLSO, PD TAIL OFF, EASYF THIS INVOICE HAS NOT BEEN REFL				PS IQF		
	EESS:NAGA HANUMAN FISH PACKER		ITIER COOK	TKI			
5.NO.71P &73P,PALAVALAS	A VILLAGE, ANANDAPURAM (MANDA		NAM-53005	2,AP,INDIA			
US FDA REGISTRATION NU	MBER:10475156410 J3216996 AND SEAL NUMBER:ML-II	V2008019 & ITE	K00902511				
CONTRAINER NUMBER ININDE	BANK DETAILS FOR TRANSF	ERRING AMO	UNT USD	BY T/T			
	HANUMAN FISH PACKERS	th)			PACT		
BANK NAME :INDIAN OVER	RSEAS BANK, ACCOUNT NO:262502 9-27,GROUND FLOOR, RING ROAD,I	NEAR BEN7 CTP	CLE.VITAY	AWADA-520	008.ANDHE	A PRADESH.IN	NDIA
INTERMEDIATORY BANK:	CITY BANK N.A.399, PARK, AVENUE, N	NEWYORK CITY	NY 10043,	TELEX:347,	TEL:1-212-5	591000	
	FAX:1-212-2232681 ACCOUNT NU	JMBER: 360509	15 ROUTIN	IG NO:2100	0089 BIC/S	WIFT-CITIUS3	3
CORRESPONDING BANK :I	NDIAN OVERSEAS BANK, CENTRAL CREDIT ACCOUNT NO:352806675	OFFICE, CHENN	DE:TORATA	L,INDIA IBBOO1			
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Declaration:	ws the actual price of the goods M				A		
We declare that this invoice show described and that all particulars					Aut	horised Si	gnatory